

BISHOP | BARRY  
6001 SHELLMOUND STREET, SUITE 875  
EMERYVILLE, CALIFORNIA 94608  
TELEPHONE: (510) 596-0888 FACSIMILE: (510) 596-0899

Andrew A. Goode, State Bar No. 136047  
agoode@bishop-barry.com  
Rebecca B. Aherne, State Bar No. 110888  
raherne@bishop-barry.com  
BISHOP | BARRY  
A Professional Law Corporation  
6001 Shellmound Street, Suite 875  
Emeryville, California 94608  
Telephone: (510) 596-0888  
Facsimile: (510) 596-0899

Attorneys for Plaintiff UNITED SPECIALTY INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED SPECIALTY INSURANCE  
COMPANY,

Plaintiff,

v.

DHILLON EXPRESS LLC; REYNALDO  
CARPIO; GLENDA CARPIO; and DOES 1-  
10, inclusive,

Defendants.

Case No. 3:19-cv-01655

**COMPLAINT FOR DECLARATORY  
RELIEF**

Plaintiff UNITED SPECIALTY INSURANCE COMPANY (“UNITED SPECIALTY”) complains against defendants DHILLON EXPRESS LLC, REYNALDO CARPIO, GLENDA CARPIO, and each of them, as follows:

**INTRODUCTION**

1. This is an action for declaratory relief to settle questions concerning insurance coverage for a judgment in a suit for damages resulting from an August 9, 2015 automobile accident on Highway I-10 in Fort Stockton, Texas which resulted in injuries to Reynaldo Carpio (“the Accident”). The Accident occurred when a tractor-trailer allegedly operated by Thanh Dien (“Dien”), on behalf of A-1 Group LLC (“A-1”), veered left onto the median, and after 3/4 of a

1 mile, collided with the center column of an overpass. Co-driver Reynaldo Carpio, who was  
2 allegedly in the passenger seat, suffered injuries as a result of the collision. The Accident is more  
3 specifically detailed in paragraphs 21, 22, 23 and 24 which are incorporated herein for  
4 informational purposes.

5 2. Reynaldo Carpio and his wife Glenda Carpio brought a personal injury action  
6 against A-1 and Dien ("the Carpio Action") on February 5, 2016 in the Los Angeles County  
7 Superior Court, Case No. BC609172. The complaint in the Carpio Action asserted causes of action  
8 for negligence, failure to maintain workers compensation and loss of consortium based on the  
9 allegations that Dien, a driver and agent for A-1, was driving eastward on Highway I-10 in Fort  
10 Stockton and operating a tractor owned by A-1 when he lost control of the vehicle, veered off the  
11 road and collided with a concrete overpass. The complaint further alleged that Reynaldo Carpio,  
12 also a driver for A-1 and a passenger in the tractor, was injured as a result of Dien's negligence. A  
13 true and correct copy of the complaint in the Carpio Action is attached hereto as Exhibit A.

14 3. An attorney filed an answer to the complaint on behalf of Dien, but thereafter Dien  
15 represented himself. On October 3, 2016, a default was entered against A-1.

16 4. Notwithstanding the tractor and trailer involved in the accident are listed as covered  
17 autos under A-1's commercial automobile policy issued by Allied Premier Insurance ("Allied"),  
18 Allied declined to defend A-1 and Dien in the Carpio Action.

19 5. On September 22, 2016, Dhillon Express LLC ("Dhillon") was added to the Carpio  
20 Action as DOE 1 based on the assertion that the tractor was owned by Dhillon and leased to its  
21 "joint venturer" A-1. A true and correct copy of the Amendment to Complaint substituting Dhillon  
22 as DOE 1 is attached hereto as Exhibit B. A default was entered against Dhillon on January 19,  
23 2017.

24 6. The "trial" in the Carpio Action took place on May 24, 2018 and consisted of  
25 testimony of Reynaldo and Glenda Carpio, and documentary evidence including the equipment  
26 lease entered into between Dhillon and A-1. A minute order provides: (1) judgment was entered  
27 on June 25, 2018; (2) A-1, Dien and Dhillon did not appear; and (3) defaults had been previously  
28 taken against A-1 and Dhillon. Judgment was given as follows: 4,868,207 for Reynaldo Carpio

1 against A-1, Dien and Dhillon, and \$750,000 for Glenda Carpio against A-1, Dien and Dhillon.  
2 The court's Entry of Judgment provides in part: "[T]he trial consisted of a trial on the merits as to  
3 the defaulting party and a prove-up hearing by oral testimony and documentary evidence as to the  
4 defaulted parties. There was no request for a statement of decision and none was required because  
5 of the length of the trial."

6 7. United Specialty issued a Commercial Automobile Policy No. GWP10184 in  
7 Alameda County to Dhillon for the period July 8, 2015 to July 8, 2016 ("the Policy").

8 8. On January 22, 2019, United Specialty was first notified of the Accident and the  
9 Carpio Action by letter dated January 15, 2019 from Eric Ryanen, counsel for the Carpios. The  
10 letter enclosed a copy of the Crash Report, the Equipment Lease Agreement between Dhillon and  
11 A-1, the complaint in the Carpio Action, the notice of entry of default against Dhillon and the  
12 abstract of judgment. This January 15 letter states that the "evidence adduced at trial supported the  
13 findings" that: (1) the tractor was owned by Dhillon and leased to A-1; (2) the equipment lease  
14 agreement between Dhillon and A-1 provided that Dhillon was responsible for the maintenance of  
15 the tractor; (3) the cause of the Accident was brake failure. The trial concluded with a judgment  
16 against Dhillon.

17 9. United Specialty alleges there is no coverage under the Policy for the Accident  
18 because the tractor and trailer involved in the Accident were not listed or scheduled for coverage  
19 under the Policy. United Specialty further alleges it has no public liability obligations under the  
20 MCS-90 Endorsement attached to the Policy because under federal law, the endorsement applies  
21 only in the event of a judgment or settlement against the named insured and only if the insured was  
22 acting as a for hire motor carrier at the time of the accident. United Specialty alleges Dhillon was  
23 not acting as a for hire motor carrier at the time of the Accident. In addition, the MCS-90  
24 Endorsement does not otherwise apply to injuries to employees (defined under federal law as  
25 including independent contractors) in the course of their employment.

26 10. An actual, present and justiciable controversy exists between the parties as to  
27 whether the Policy or the MCS-90 Endorsement provides recovery for any portion of the judgment  
28 entered in the Carpio Action.

11. All identifiable persons or entities who may have a claim or interest in the matters in controversy or who would be affected by the declarations made by the Court have been named as defendants in this action.

#### **THE PARTIES**

12. United Specialty is an insurance company organized and existing under the laws of the State of Delaware with its principal place of business in Bedford, Texas. Prior to the filing of this action, United Specialty has complied with all applicable requirements both to engage in the business of insurance, as well as to file this action.

13. United Specialty is informed and believes that defendant Dhillon is a California corporation with its principal place of business in San Bernardino County.

14. United Specialty is informed and believes that defendant Reynaldo Carpio is a resident of the State of California.

15. United Specialty is informed and believes that defendant Glenda Carpio is a resident of the State of California.

16. United Specialty is ignorant of the true names and capacities of defendants sued herein as DOES 1 through 10, inclusive, and therefore sue these defendants by such fictitious names. United Specialty will amend this complaint to allege their true names and capacities when ascertained.

#### **JURISDICTION**

17. This is a civil action of which this Court has original jurisdiction under 28 U.S.C. §1332 in that it is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000 exclusive of interest and costs.

18. The amount in controversy is \$1,000,000, the per accident limit of liability under the Policy, or \$750,000, the limit for public liability provided under the MCS-90 Endorsement attached to the Policy. These amounts exceed the sum of \$75,000.

19. Complete diversity of citizenship exists in that Plaintiff United Specialty is a corporation incorporated under the laws of the State of Delaware and has its principal place of business in the State of Texas and Plaintiffs are citizens of the State of California.

VENUE

20. Venue is proper as defendants because defendants Reynaldo and Glenda Carpio are residents of the State of California, and defendant Dhillon, as a California corporation which does business in this district, is a resident of this district because it is subject to this court's personal jurisdiction. This is also the district in which "a substantial part of the events or omissions giving rise to the claim occurred" as the Policy, which is the subject of this action, was issued in Livermore, California.

THE CRASH REPORT

21. The Texas Police Officer's Crash Report ("the Crash Report") dated August 12, 2015 states the Accident occurred on August 9, 2015 at 4:30 a.m. on U.S Highway I-10 in Fort Stockton, Pecos County, Texas. The speed limit in this area is noted to be 80 mph. Unit 1 is identified as a 2012 black International Harvester tractor VIN# 3HSDJSJR7CN620757. Reynaldo Carpio is identified as the driver who occupied the left front seat of the tractor. He is also identified as the owner of the tractor. Dien is identified as a passenger or occupant of the tractor who occupied the front right seat.

22. Unit 2 is described as a 2015 white trailer VIN# 1UYVS2535FU223121. Both the tractor and trailer were towed by Barbee's Wrecker Service in Fort Stockton.

23. The driver and passenger were taken to Pecos Memorial Hospital in Fort Stockton. No charges were filed against them. The motor carrier is identified as A-1 Group LLC, DOT#2517715. The section of the Crash Report pertaining to vehicle defects was left blank. However, the Crash Report notes the "Contributing Factor" was that the driver was "fatigued or asleep."

24. Officer Evanjelina Salamanca states in the "Investigator's Narrative Opinion of What Happened" of the Crash Report:

UNIT 1 WAS HAULING UNIT 2 HEADING EAST ON INTERSTATE 10. SHORTLY AFTER MILE MARKER 256, UNIT 1 VEERED TO THE LEFT END GUARD RAIL, THEN CONTINUED IN THE MEDIAN APPROXIMATELY 3/4 OF A MILE, LEAVING THE ROAD WAY AND COLLIDING WITH THE CONCRETE OVER PASS.

WHEN THE VEHICLE COLLIDED WITH THE CONCRETE OVER PASS, THE DRIVER WAS EJECTED TO THE BACK SLEEPER. SEAT BELT WAS STILL INTACT.



## THE POLICY

25. The Policy provides commercial automobile coverage for covered “autos” designated by symbol 67 pursuant to the “Motor Carrier Coverage Form” (CA 00 20 03 10) that states in relevant part:

### **SECTION I - COVERED AUTOS**

Item Two of the Declarations shows the “autos” that are covered “autos” for each of your coverages. The following numerical symbols describe the “autos” that may be covered “autos.” The symbols entered next to a coverage on the Declarations designate the only “autos” that are covered “autos.”

#### **A. Description of Covered Auto Designation Symbols**

Symbol	Description Of Covered Auto Designation Symbols	
67	Specifically Described “Autos”	Only those “autos” described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any “trailers” you don’t own while attached to any power unit described in Item Three).

26. The Policy’s “Schedule Of Covered Autos - Extension Of Declarations - Item Three - Schedule Of Covered Autos You Own” does not list the tractor or trailer involved in the Accident.

27. The Policy’s Motor Carrier Coverage Form further provides that coverage is only afforded for “accidents” resulting from the ownership, maintenance or use of a covered “auto,” and states in relevant part:

### **SECTION II - LIABILITY COVERAGE**

#### **A. Coverage**

We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto.”

28. The MCS-90 Endorsement, entitled “Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Section 29 and 30 of the Motor Carrier Act of 1980,” provides in relevant part:

The insurance policy, to which this endorsement is attached, provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

### **FIRST CLAIM**

(For Declaratory Relief – Duty to Indemnify)

29. United Specialty reincorporates and realleges, each and every allegation set forth in paragraphs 1 through 28, inclusive, as though fully set forth herein.

30. The Policy obligates United Specialty to pay all sums an insured legally must pay as damages because of “bodily injury” or “property damage” caused by an “accident” resulting from the ownership, maintenance or use of a covered “auto.” The tractor and trailer involved in the Accident were not covered “autos” under the Policy because neither was listed or scheduled for coverage under the Policy. Thus, United Specialty alleges there is no coverage for the Accident under the Policy. This means that the Policy does not apply to any portion of the damages awarded to Reynaldo and Glenda Carpio in the Carpio Action.

31. A judicial declaration is necessary and appropriate at this time because an actual, present and justiciable controversy exists between the parties as to whether the Policy applies to any portion of the damages awarded to Reynaldo and Glenda Carpio in the Carpio Action.

WHEREFORE, United Specialty requests the court enter judgment in its favor as set forth below.

### **SECOND CLAIM**

(Declaratory Relief - Public Liability)

32. United Specialty reincorporates and realleges, each and every allegation set forth in paragraphs 1 through 31, inclusive, as though fully set forth herein.

33. United Specialty alleges it has no public liability obligations under the MCS-90 Endorsement attached to the Policy because, under federal law, the endorsement applies only in the

event of a judgment or settlement against the named insured and only if the insured was acting as a for hire motor carrier at the time of the accident. United Specialty alleges Dhillon was not acting as a for hire motor carrier at the time of the Accident. Rather, the tractor-trailer was being operated under the motor carrier authority of A-1 and specifically under A-1's U.S. Department of Transportation number (DOT 2517715).

34. In addition, and in the alternative, United Specialty alleges the MCS-90 Endorsement does not apply to injuries to employees (defined under federal law as including independent contractors) in the course of their employment.

35. A judicial declaration is necessary and appropriate at this time because an actual, present and justiciable controversy exists between the parties as to whether the MCS-90 Endorsement applies to any portion of the damages awarded to Reynaldo and Glenda Carpio in the Carpio Action.

WHEREFORE, United Specialty requests the court enter judgment in its favor as set forth below.

WHEREFORE, plaintiff United Specialty prays as follows:

1. For a declaration that United Specialty has no obligations under the Policy for any portion of the damages awarded to Reynaldo and Glenda Carpio in the Carpio Action;
2. For a declaration that United Specialty has no obligations under the MCS-90 Endorsement for any portion of the damages awarded to Reynaldo and Glenda Carpio in the Carpio Action;
3. For costs incurred in this action;
4. For such other and further relief as the Court deems just and proper.

Dated: March 29, 2019

BISHOP | BARRY

By: 

Andrew A. Goode

Attorneys for Plaintiff United Specialty Insurance Company



# EXHIBIT “A”

PAGE 03/05

02/05/2016 15:39 8884601559

**SITZER ESQ.**

PAGE 09

ANDREW D. SITZER, ESQ. SEN 239986  
LAW OFFICES OF ANDREW D. SITZER  
930 E. SANTA ANA BLVD  
SANTA ANA, CA 92701  
(800) 420-8653

Superior Court of California  
County of Los Angeles

FEB 05 2016

Sherril R. Carter, Executive Officer/Clerk  
*[Signature]* Deputy

ATTORNEY FOR PLAINTIFFS, REYNALDO CARPIO, GLENDA CARPIO

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES - STANLEY MOSK COURTHOUSE

REYNALDO CARPIO and GLENDA  
CARPIO.

**Plaintiffs,**

**vg.**

**A-1 GROUP LLC, THANH DIEN, and  
DOES 1 to 10, inclusive,**

**Defendants.**

**Case No.:**

BC 608 172

**UNLIMITED CIVIL CASE--  
DEMAND EXCEEDS \$25,000.00**

## COMPLAINT

1. NEGLIGENCE
2. NEGLIGENCE AND FAILURE TO MAINTAIN WORKERS COMPENSATION INSURANCE (Pursuant to Labor Code sections 3706-3709))
3. LOSS OF CONSORTIUM

## DEMAND FOR JURY TRIAL

**PLAINTIFFS ALLEGE AGAINST DEFENDANTS:**

## INTRODUCTION

1. This is an action by Plaintiff REYNALDO CARPIO to recover damages arising from a single vehicle truck accident where Plaintiff was sitting in the passenger seat of the vehicle as well as an action by his wife, Plaintiff GLENDA CARPIO, for loss of consortium. The truck was owned by Defendant A-1 GROUP LLC ("A-1 GROUP"), and Defendant THANH DIEN was driving the vehicle.

RECEIVED: 02/06/16 02:21 PM  
DATE: 02/06/16 02:21 PM  
PAGE: 01  
FROM: 3100  
TO: 3100  
SUBJECT: 3100  
RECEIVED: 02/06/16 02:21 PM

CIT/CASE: BC609172  
LEADS: 1

**PARTIES AND JURISDICTION**

2. At all times herein mentioned, Plaintiff **REYNALDO CARPIO and GLENDA CAPRIO** (hereinafter "Plaintiffs"), was, and is now, an individual adult natural person residing in the State of California.

3. Defendant **A-1 GROUP** is a California Limited Liability Corporation with its principal place of business in Los Angeles County, California

4. Plaintiff was a truck driver for Defendant **A-1 GROUP** on or about August 9, 2015.

5. Defendant **DIEN THANH** (hereinafter "DIEN"), is an individual natural person residing in the State of California in San Bernardino County.

6. Defendant **DIEN THANH** was an agent for **A-1 GROUP**.

7. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as **DOES 1** to 10, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believes, and thereon allege, that each of the fictitiously named Defendants caused injury to Plaintiffs as herein alleged, and that Plaintiffs' rights against such fictitiously named Defendants arise from such injury.

8. This Court has subject matter jurisdiction as the aggregate amount of the claims exceeds \$25,000, and personal jurisdiction over defendants under Code of Civil Procedure §410.10, in that defendants reside and/or do business in Los Angeles County, California, or otherwise have the requisite minimum contacts with the State such as to justify this Court exercising jurisdiction over them.

**COMMON ALLEGATIONS**

9. Plaintiffs refers to paragraphs (1) through (8) of this complaint and incorporate them by reference as if the same were set forth herein in entirety.

10. On or about August 9, 2015, Defendant **DIEN** was driving the truck owned by Defendant **A-1 GROUP** and **DOES 1** to 10.

11. Plaintiff **REYNALDO CARPIO** was a passenger at the time of the incident; Plaintiff **REYNALDO CARPIO** and Defendant **DIEN** rode together and drove in shifts.

12. At approximately 4:30am while driving east on I-10 in Fort Stockton TX, Defendant DIEN lost control of the vehicle, veered off the road, and collideded with a concrete overpass.

13. Defendant DIEN was negligent in his driving by losing control of the vehicle, veering off the road, and colliding with the concrete overpass. Specifically, DIEN had a duty to use due care in his driving, breached his legal duty by veering off the road likely due to fatigue or inattention, and the breach of DIEN's duty was the proximate cause of the accident and thus Plaintiffs' injuries.

14. As a result of this incident, Plaintiff REYNALDO CARPIO has suffered major injuries, including a fracture at L2-3.

15. On August 15, 2015, Plaintiff REYNALDO CARPIO underwent a discectomy at L2-3.

16. After being discharged, Plaintiff REYNALDO CARPIO returned to his home in California and has received follow-up orthopedic treatment in California.

17. Plaintiff REYNALDO CARPIO has suffered hospital and medical expenses, past wage loss, loss of earning capacity, and general damages, according to proof.

#### FIRST CAUSE OF ACTION

##### NEGLIGENCE

(By Plaintiff REYNALDO CAPRIO against Defendants A-1 GROUP, DIEN, and DOES 1 to 10)

18. Plaintiff refers to paragraphs (1) through (17) of this complaint and incorporates them by reference as if the same were set forth herein in entirety.

19. Defendant DIEN's negligence makes him liable directly to Plaintiff REYNALDO CARPIO.

20. Defendant DIEN was an agent or employee of A-1 GROUP and DOES 1 to 10 at the time of the incident.

21. Defendant DIEN was acting within the scope of his agency or employment with A-1 GROUP and DOES 1 to 10 at the time of the incident.

22. As a direct and proximate cause of the negligence of Defendants, Plaintiff REYNALDO CARPIO suffered serious and permanent injuries and damages in an amount to be proven at trial.

**SECOND CAUSE OF ACTION:**  
**NEGLIGENCE AND FAILURE TO MAINTAIN WORKERS COMPENSATION**  
**INSURANCE**

(Labor Code sections 3706-3709)

(By Plaintiff REYNALDO CARPIO against Defendants A-1 GROUP and DOES 1 to 10)

23. Plaintiff REYNALDO CARPIO refers to paragraphs (1) through (22) of this complaint and incorporates them by reference as if the same were set forth herein in entirety.

24. For purposes of this cause of action only, Plaintiff REYNALDO CARPIO is alleged to be an employee of Defendant A1-GROUP and DOES 1 to 10.

25. Employers in California are required by Labor Code section 3700, et seq., to carry and maintain Workers Compensation insurance to protect employees who are injured during a work-related incident.

26. Defendant A1-GROUP and DOES 1 to 10 failed to carry and maintain Workers Compensation insurance at the time of the August 9, 2015 incident.

27. As Defendant A1-GROUP and DOES 1 to 10 were willfully uninsured, Plaintiff REYNALDO CARPIO is entitled to bring this cause of action as workers compensation exclusivity does not apply.

28. Defendant A-1 GROUP and DOES 1 to 10 are presumed negligent pursuant to California Labor Code 3708. Additionally, it is not a defense to the willfully uninsured defendant employer that the employee was guilty of contributory negligence, or assumed the risk of the hazard complained of, or that the injury was caused by the negligence of a fellow servant.

29. As a direct and proximate cause of the negligence of Defendants, Plaintiff REYNALDO CARPIO suffered serious and permanent injuries and damages in an amount to be proven at trial.

30. Plaintiff REYNALDO CARPIO is also entitled to reasonable attorney's fees pursuant to Labor Code 3709.

**THIRD CAUSE OF ACTION**

**LOSS OF CONSORTIUM**

(By Plaintiff GLENDA CARPIO against Defendants A-1 GROUP, DIEN, and DOES 1 to 10)

31. Plaintiff GLENDA CARPIO refers to paragraphs (1) through (30) of this complaint and incorporates them by reference as if the same were set forth herein in entirety.



1 32. Plaintiff, GLENDA CARPIO and her spouse, Plaintiff REYNALDO CARPIO, are, and at  
2 all times mentioned in the Complaint were, husband and wife.

3 33. As alleged in Paragraphs 1 through 33, inclusive, Defendants, and each of them, are liable in  
4 tort for the injuries to Plaintiff, REYNALDO CARPIO.

5 34. Prior to the incident which forms the basis of this lawsuit, Plaintiff REYNALDO CARPIO  
6 was able to and did perform his duties as a husband. Subsequent to the severe and disabling injuries  
7 sustained by him, and as a direct and proximate result thereof, he has been unable to perform his  
8 duties as a husband.

9 35. As a direct and proximate result of the aforementioned conduct of the Defendants, and each  
10 of them, and as a result of the injuries and damages to Plaintiff, REYNALDO CARPIO, Plaintiff  
11 GLENDA CARPIO has been deprived of the love, affection, society, companionship, solace or  
12 moral support, comfort, protection, care, enjoyment of sexual relations, and support and physical  
13 assistance in the operation and maintenance of the home, of her husband, REYNALDO CARPIO,  
14 and has thereby sustained, and will continue to sustain, damages in an amount within the  
15 jurisdiction of this Court and to be shown according to proof.

16 **DEMAND FOR JURY TRIAL**

17 36. Plaintiffs hereby demands a trial by jury.  
18


19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray for judgment against all Defendants as follows:

- 21 1. For general damages, including, but not limited to, pain and suffering, physical, mental and  
22 emotional distress in an amount to be determined at trial and within the jurisdiction of this court;  
23 2. For special damages, including, but not limited to, physician fees, hospitalization costs,  
24 medical supplies and medication costs, transportation expenses, and lost wages in an amount to be  
25 determined at trial and within the jurisdiction of this court;  
26 3. For future medical expenses in an amount to be determined at trial and within the  
27 jurisdiction of this court;  
28

- 1 4. For attorney's fees pursuant to LC 3709 for the second cause of action;
- 2 5. For costs of suit;
- 3 6. For prejudgment interest from the date of the incident;
- 4 7. For such other and further relief that this honorable court deems just, fair, equitable and
- 5 proper in the interest of justice.

6 Dated: February 5, 2016

  
Andrew D. Sitzler, Esq.  
Attorney for Plaintiffs,  
Reynaldo Carpio and Glenda Carpio

# EXHIBIT “B”

**ORIGINAL**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: Eric I. Ryanen Rizio Law Firm PC 1801 H Parkcourt Place Santa Ana, CA 92701		STATE BAR NUMBER 146559 (714) 505-2468 FAX NO.: (714) 547-1245	Reserved for Clerk's File Stamp  <b>FILED</b> Superior Court of California County of Los Angeles  SEP 22 2016  Sherri B. Carter, Executive Officer/Clerk By <u>Raul Sanchez</u> Deputy D-97  CASE NUMBER: BC609172
ATTORNEY FOR (Name): Plaintiffs			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: 111 North Hill Street, Los Angeles, 90012			
PLAINTIFF: Reynaldo Carpio et al.			
DEFENDANT: A-1 Group LLC et al.			
<b>AMENDMENT TO COMPLAINT</b> (Fictitious /Incorrect Name)			

☐ **FICTITIOUS NAME (No order required)**

Upon the filing of the complaint, the plaintiff, being ignorant of the true name of the defendant and having designated the defendant in the complaint by the fictitious name of:

FICTITIOUS NAME DOE 1		
and having discovered the true name of the defendant to be:		
TRUE NAME Dhillon Express LLC		
amends the complaint by substituting the true name for the fictitious name wherever it appears in the complaint.		
DATE 09/21/16	TYPE OR PRINT NAME Eric I. Ryanen	SIGNATURE OF ATTORNEY

☐ **INCORRECT NAME (Order required)**

The plaintiff, having designated a defendant in the complaint by the incorrect name of:

INCORRECT NAME		
and having discovered the true name of the defendant to be:		
TRUE NAME		
amends the complaint by substituting the true name for the incorrect name wherever it appears in the complaint.		
DATE	TYPE OR PRINT NAME	SIGNATURE OF ATTORNEY

**ORDER**

THE COURT ORDERS the amendment approved and filed.

Dated

Judicial Officer

09/23/2016

LACIV 105 (Rev. 01/07)  
LASC Approved 03-04

**AMENDMENT TO COMPLAINT**  
**(Fictitious / Incorrect Name)**

Code Civ. Proc., §§ 471.5,  
472, 473, 474

**PROOF OF SERVICE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 1801 H Parkcourt Place, Santa Ana, California 92701

On September 21, 2016, I served on all interested parties in this action the foregoing document described as: AMENDMENT TO COMPLAINT

☒ By placing ☐ the original; ☒ the original to propounding party and copies to all other parties; ☒ a true copy thereof of the document(s):

CO COUNSEL/ATTORNEY FOR PLAINTIFFS:  
LAW OFFICES OF ANDREW D. SITZER  
Andrew Sitzer, Bar No.: 239986  
930 E. Santa Ana Blvd.  
Santa Ana, CA 92701  
(800) 420-8653  
(888) 458-1559 fax

ATTORNEY FOR ALLIED (RELATED CASE):  
Ian P. Culver, Esq.  
Booth LLP  
1849 Sawtelle, Suite 500  
Los Angeles, CA 90025  
(310) 641-1800  
(310) 641-1818 fax  
iculver@boothllp.com

DEFENDANT IN PRO PER:  
Thanh Dien  
1682 Glenview  
San Bernardino, CA 92411

☐ **VIA FACSIMILE:** I transmitted, via facsimile, the document(s) listed above to the fax number(s) set forth above on this date before 5:00 p.m.

☒ **VIA MAIL:** I placed the document(s) listed above in sealed envelope(s) addressed as set forth above to be deposited in the mail at Santa Ana, California as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it is deposited with U.S. Postal Service with postage thereon fully prepaid on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **VIA CERTIFIED RETURN RECEIPT:** I placed the document(s) listed above in a sealed Certified Return Receipt envelope(s) with postage thereon fully prepaid in the mail at Santa Ana, California addressed as set forth above.

☐ **VIA FEDERAL EXPRESS:** I placed the document(s) listed above in a sealed FedEx envelope(s) addressed as set forth above and affixing a pre-paid air bill, and caused the envelope(s) to be delivered to a FedEx agent for overnight delivery.

☐ **VIA PERSONAL DELIVERY:** I personally delivered the document(s) listed above to the person(s) at the address(es) set forth above.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 I declare under penalty of perjury, under the laws of the State of California, that the above  
2 is true and correct.

3 Executed this 21st day of September, 2016, at Santa Ana, California.

4   
Michele A. Markus  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28